

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

SIGNATOURS CORPORATION, a
Washington corporation,

Plaintiff,

v.

BEACHWOOD RESORT LLC; and
JANE LEE, individually,

Defendants.

Civil Action No. 13-cv-1446

COMPLAINT FOR COPYRIGHT
INFRINGEMENT

JURY TRIAL REQUESTED

Plaintiff Signatours Corporation hereby alleges the following causes of action against
Defendants:

I. PARTIES

1. Signatours Corporation (“Signatours”) is a Washington corporation having a
place of business in Seattle, Washington.

2. Defendant Beachwood Resort LLC (“Beachwood”) is a Washington limited
liability company having a place of business in Issaquah, Washington.

3. Defendant Jane Lee is an individual believed to be the sole managing member of
Beachwood and resides in this judicial district. On further information and belief, Lee controls

1 Beachwood and all wrongful actions taken by Beachwood as described herein were done at the
2 specific direction of Lee.

3 II. JURISDICTION AND VENUE

4 4. This action arises under the copyright laws of the United States of America,
5 17 U.S.C. § 101 *et seq.* Jurisdiction over the copyright claim is conferred upon this Court by
6 28 U.S.C. §§ 1331 and 1338.

7 5. Venue is proper in this Court pursuant to 28 USC §§ 1391(b) and (c) and 1400(a).
8 Defendants reside in, have transacted business in and have had continuous and systematic
9 contacts with the Western District of Washington. A substantial part of the events or omissions
10 giving rise to the claims occurred in this district and a substantial part of the property that is the
11 subject of the action is situated in Washington.

12 III. SIGNATOURS' BUSINESS AND COPYRIGHTS

13 6. Signatours authors and is the owner of non-stock, high-dynamic range (HDR),
14 commercial photographs of inns, resorts and vacation rental properties. These photographs are
15 typically licensed to management companies such as Vortex Reservations Inc. for use in
16 marketing and rental of the properties. Signatours is the copyright owner of such high quality
17 photographs to the vacation rental property referred to as the "Beachwood Resort" located near
18 Ocean Shores, Washington (hereinafter "Beachwood photographs"). Signatours secured federal
19 copyright protection of these photographs under U.S. Copyright Registration Nos. VAu1020794,
20 effective November 20, 2012. Signatours has not licensed its Beachwood photographs to any
21 Defendants herein.

22 7. Without the permission of Signatours, Defendants have copied and published
23 multiple Signatours Beachwood photographs in their rental marketing materials on Internet
24 vacation rental websites such as *craigslist.com* and *vrbo.com*. On information and belief,
25 Defendants widely distributed and publicly displayed Signatours' Beachwood photographs.
26



1 Defendants used Signatours' copyrighted photographs for the purpose of marketing and renting
2 the property for commercial gain.

3 8. Defendants have at all relevant times been aware of Signatours' copyrighted
4 photographs. Indeed, Lee, managing member of Beachwood, entered into an agreement with
5 Signatours' licensee of the Beachwood photographs, Vortex Reservations Inc., in July 2012
6 (which Beachwood subsequently breached) wherein Defendants specifically acknowledged
7 Signatours' exclusive ownership of the Beachwood photographs and expressly agreed to be
8 subject to penalties under the Copyright Act for unauthorized use of the works. Defendants have
9 no license from Signatours and despite notice of their wrongful activities Defendants deliberately
10 and willfully infringed Signatours' copyrights.

11 **IV. CAUSE OF ACTION—COPYRIGHT INFRINGEMENT**

12 9. Signatours realleges the preceding paragraphs of this complaint.

13 10. By copying, modifying and creating one or more derivative works and/or
14 displaying and distributing Signatours' Beachwood photographs, Defendants' actions constitute
15 copyright infringement in violation of 17 U.S.C. § 101 *et seq.*

16 11. Defendants have facilitated possible infringement of others by failing to display
17 Signatours' work with a credit and copyright notice attached and by publishing the Beachwood
18 photographs on the Internet.

19 12. Defendants have profited from unauthorized use of Signatours' copyrighted work.

20 13. Defendants had access to Signatours' copyrighted materials and knowledge of
21 Signatours' ownership rights in the Beachwood photographs and their infringing activities were
22 deliberate, knowing, willful, and malicious, and were designed to provide Defendants with an
23 economic advantage over Signatours or benefit at Signatours' expense. As a result of
24 Defendants' willfully infringing acts, Signatours has been injured and has suffered damages in an
25 amount to be proved at trial.
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14. In addition to actual damages, Signatours claims such other remedies to which it may be entitled by law, including Defendants' revenues and profits pursuant to 17 U.S.C. 504(b); at Signatours' election and in the alternative, actual damages or statutory damages up to \$150,000 per infringement pursuant to 17 U.S.C. § 504(c); injunctive relief pursuant to 17 U.S.C. § 502; impounding and destruction of infringing articles pursuant to 17 U.S.C. § 503; and attorney's fees and costs pursuant to 17 U.S.C. § 505 and otherwise allowed by law.

V. PRAYER FOR RELIEF

WHEREFORE, Signatours prays for the following alternative and cumulative relief:

1. An order preliminarily and permanently enjoining Defendants and all persons in active concert or participation with any of them from copying or creating derivative works based on Signatours' copyrights;
2. An order, as specifically provided by 17 U.S.C. § 503 and other applicable law, for seizure to recover, impound, and destroy all things infringing Signatours' copyrighted materials, including any video, written, or digitally maintained materials Defendants may possess or have under their control, or under the control of any of Defendants' respective officers, agents, servants, employees, attorneys, or any other person acting in concert or participation with Defendants;
3. An order requiring Defendants to file with this Court and serve on Signatours, within 30 days of service of this order, a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the terms of the ordered relief;
4. Damages in an amount sufficient to compensate Signatours for all injury sustained as a result of Defendants' wrongful activities, including wrongful profits of Defendants, as provided under applicable law;
5. Treble the amount of damages recovered by Signatours or other exemplary damages and all of its litigation expenses, including reasonable attorneys' fees and costs, as provided under applicable law; and

6. Such other and further relief as the Court may deem just.

RESPECTFULLY SUBMITTED this 14th day of August, 2013.

s/David A. Lowe, WSBA No. 24,453

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